

## **ATTACHMENT 3**

### **Statement of Objectives**

#### **1) PURPOSE**

The purpose of this Statement of Objectives (SOO) is to obtain commercial e-marketplace platforms operated by business entities with capabilities to achieve the requirements outlined in Section 846 of the 2018 National Defense Authorization Act, Pub. L. 115-91. This SOO outlines the Government's requirements for commercial e-marketplace platforms that can process Government Purchase Card (GPC) orders of commercial off-the-shelf (COTS) items under the micro-purchase threshold.

#### **2) INTRODUCTION**

This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in FAR subpart 12.6, Streamlined Procedures for Evaluation and Solicitation for Commercial Items, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation. This announcement is seeking proposals to establish a no-cost contract(s) with commercial e-marketplace platform providers. The combined synopsis/solicitation is being issued as a Request for Proposals (RFP) number 47QSCC20R0001.

The U.S. General Services Administration (GSA), Federal Acquisition Service (FAS), Office of General Supplies and Services (GSS), Office of Acquisition Management Internal and Emergency Acquisition Division (IEAD) is seeking proposals from contractors who can provide commercial e-marketplace platforms.

#### **3) SCOPE**

This SOO describes the requirements for the contractor(s) to provide Federal buyers access to, and facilitate sales through, a commercial e-marketplace platform that meets the requirements outlined in this SOO and other documents associated with this solicitation. After award, Government users will be able to access the commercial e-marketplace platforms to purchase COTS items currently generally available on the commercial e-marketplace platforms at competitive pricing and with warranties.

GSA and the Office of Management and Budget (OMB) outlined three key decisions necessary to begin the implementation of purchasing through commercial e-commerce portals using an initial proof of concept<sup>1</sup>:

- Begin operational implementation of the program with an initial proof of concept to start small, to test, and to refine as lessons are learned;
- Limit purchases made through the initial proof of concept to the micro-purchase threshold to drive adoption and mitigate risk; and
- Start with the e-marketplace platform model for this initial proof of concept while continuing to assess opportunities to leverage the benefits of the other commercial e-commerce portal models.

E-marketplace platform models that are eligible to participate in this contract connect buyers online to a virtual marketplace that sells either an e-marketplace provider's products and third-party vendor products or only third-party vendor products. E-marketplace platform providers and third-party vendors are generally responsible for fulfilling orders for their respective products with some exceptions where the platform provider may complete order fulfillment on behalf of the third-party vendors. These online e-marketplace platforms feature multiple suppliers offering the same product and will allow buyers to decide which supplier / product combination meets their needs. Competition occurs at both the supplier and product levels in the e-marketplace platform model given the access to third-party suppliers' products and potentially the e-marketplace platform provider's products.

GSA seeks to award multiple contracts to providers of e-marketplace platforms that offer a wide range of general products and routine commercial items found on today's commercial e-marketplace platforms. Successful offerors will operate marketplaces that are frequented by business consumers and typically fall under the consumer staples umbrella, where product demand patterns are more consistent and the purchases are less cyclical.<sup>2</sup> These marketplaces should align with and support multiple categories of products as identified by the Category Management Leadership Council and OMB in the [government-wide category structure](#) and the matched [Product Service Codes \(PSCs\)](#). The 10 common spend categories as outlined represent those categories where a government-wide approach to spend management is beneficial, as opposed to agency or user-driven purchasing.

Excluded from this contract are "specialty marketplaces" where the product catalog on the platform primarily spans a single category from the government-wide structure. Specialty marketplaces typically target niche customer segments or buyers requiring specialized knowledge (e.g. healthcare, medical and/or IT components). PSC codes will be the primary criteria by which GSA assesses whether or not an e-marketplace provider is a specialty

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<sup>1</sup> Phase 2 Implementation Plan available here: <https://interact.gsa.gov/document/gsa-and-omb-phase-2-deliverable-attached>

<sup>2</sup> <https://www.investopedia.com/terms/c/consumerstaples.asp>

marketplace. Those companies who offer PSCc codes that only align to a single government-wide category will be deemed a specialty marketplace and thus ineligible to participate. GSA intends to start with marketplaces offering a wide array of products across multiple categories (e.g. more than one), while continuing market research efforts to understand when Government buyers might need niche product offerings and the applicability of specialty marketplaces. Lastly, the Government will not allow offerors who only offer products in the Information Technology and Medical categories (even though this represents more than one government-wide category), given the heightened supply chain concerns.

The target market for the proof of concept is spend that is open market spend rather than strategic purchases. It is estimated open market spend purchased via GPCs represents an addressable market of approximately \$6B. This figure includes purchases across many different product categories in both the online and brick and mortar space. GSA's analysis of the GPC program found a significant and growing portion of Federal spend is taking place via commercial e-commerce portals when looking at a market basket of online-only portals, with spend of approximately \$135M through such portals in FY14 growing to almost \$260M by FY18.<sup>3</sup>

GSA intends to initially enter the commercial e-commerce space by inviting a subset of agencies and their GPC holders to participate as part of this offering. At the same time, GSA will not restrict other agency's GPC card holders from accessing the proofs of concept. Growth in the outyears will be highly dependent on agency adoption.

Section 4 outlines the requirements for commercial e-marketplace platform providers.

## **4) REQUIREMENTS**

### **A. User Experience**

The contractor(s) shall provide a commercial e-marketplace platform that offers a modern electronic commerce (e-commerce) buying experience similar to those currently used in the commercial environment and has robust business-to-business (B2B) capabilities.

Required B2B features include:

- Workflow and approval tools
- Ability to designate preferred vendors
- Ability to designate preferred items
- Ability to establish or limit view through catalogs
- Ability to block items
- Ability to limit purchases to the GPC

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<sup>3</sup> GPC Sales are from a representative 'market basket' sampling of online-only portals from FY14-FY18 purchased using the GSA SmartPay® card.

- Ability to conduct price comparisons at the product level
- Ability to identify small businesses
- Ability for buyer to document reasons for item selection
- Ability to migrate existing agency terms and conditions that agencies might already have with the platform providers
- Access to B2B reports and dashboards for management of the platform and insights into the spend.
- Ability to identify & remove vendors who are suspended or debarred from conducting business with the Federal Government.

The Government views user experience as a primary adoption driver for this initiative. Contractors shall measure the effectiveness of the user experience through key performance indicators such as Customer Satisfaction and Effort Scores and/or other indicators used in the commercial marketplace.

#### **(i) E-Marketplace Platforms**

The contractor(s) shall offer a commercial e-marketplace platform where 3rd party suppliers make their product catalogs available to buyers and may include the platform provider as a 1st party seller. These online e-marketplace platforms feature multiple suppliers offering the same product and will allow buyers to decide which supplier / product combination meets their needs. The user interface will allow buyers to efficiently locate products and to complete the purchase via the platform's checkout process in a manner that is reflective of today's commercial B2B buying experience.

The e-marketplace platform model provides 3rd-party suppliers an opportunity to reach Government customers who may not already do so through other channels. It enables competition among suppliers on price and other factors important to Government buyers and taxpayers. The organic statute allows agencies to count purchasers from small business suppliers toward socioeconomic contracting goals. Contractor(s) shall maximize opportunities for multiple 3rd-party suppliers at the product level and extend opportunities for 3rd-party small business involvement.

#### **(ii) Account Management**

The contractor(s) shall provide account management capabilities that allow agencies to manage their users, onboard new users, restrict from the platforms those that are ineligible, manage approvals, set purchasing thresholds or levels as needed, manage account permissions, incorporate account hierarchies, and safeguard user data. This includes auto-migrating users to the platform provider's B2B platform from their

consumer platform. If agencies have pre-existing agreements in place with a portal provider(s), those B2B accounts shall be migrated to the GSA portals at the request of the agency.

Agencies will use account management tools for a wide range of purposes. Examples could include validating buyer compliance with policy, performance, or efficiency.

*Note: GSA intends to partner with agencies that have expressed an interest in participating in the proof of concept. These agencies will likely have more defined account hierarchies. GSA does not intend to limit the e-marketplace platform to just these “proof of concept” agencies and will allow ‘ad-hoc’ Government buyers to purchase on the platform as long as they have a GPC.*

### **(iii) Government Purchase Cards (GPCs)**

The contractor(s) shall ensure that GPCs are the only approved method of payment.

### **(iv) Search and Filtering**

The contractor(s) shall provide product search and filtering capabilities that allow users to efficiently locate needed products. Contractors shall allow agencies to limit or define the products their buyers can view. Agencies and users shall have the ability to filter small businesses, mandatory sources (*e.g.* AbilityOne, Federal Prison Industries) and other designations, as well as the ability to see those designations at the product level, when available.

### **(v) Product Categories**

Unless otherwise specified in this solicitation, in keeping with the requirements of Section 846 to follow commercial practices, commercial e-marketplace platform providers shall make the full range of common consumable products available (*i.e.* COTS items) on their platform, just as they do for their other business customers. However, individual agencies may require the contractor to prevent user views at the buyer account level.

The marketplaces should align with and support multiple categories of products as identified by the Category Management Leadership Council and OMB in the government-wide category structure and the matched Product Service Codes (PSCs). The 10 common spend categories as outlined represent those categories where a government-

wide approach to spend management is beneficial, as opposed to agency or user-driven purchasing.

**(vi) Product Descriptions and Metadata**

The contractor(s) shall provide a thorough product description for each product, which identifies, at a minimum: the manufacturer name; manufacturer part number; manufacturer's product description; item's unit of issue; the supplier of that product; related warranty information; and where available, the product's country of origin and any environmental / sustainability attributes. Agencies will use this data to make informed product buying decisions, and also to ensure compliance with micro-purchasing rules.

**(vii) Ratings and Reviews**

The contractor(s) shall display product reviews from prior purchases. The reviews should be made available, when possible, at both the product level and the supplier level. E-marketplace platform providers shall disclose the source of the reviews as well as how they are vetted for accuracy and objectivity, as well as the process for flagging fraudulent or unauthentic reviews.

*Note: As part of its ordering procedures, GSA may restrict agencies from posting reviews until GSA has established policies for doing so. E-marketplace platforms are not expected to restrict the ability to post reviews from a technical standpoint.*

**(viii) Product Availability**

The contractor(s) shall provide up-to-date product availability data, including, at a minimum, out-of-stock notifications, as applicable. For partial orders where insufficient inventory is available, buyers will be given the option to choose between split shipment or to cancel the order outright.

**(ix) Price Comparison**

The contractor(s) shall foster competition at the product level by offering product price comparisons. This will enable agency buyers to conduct product price comparisons among the various 3rd party suppliers on that platform for a given product. This shall also include comparison of the e-marketplace provider's products, as applicable.

**(x) Customer Service**

The contractor(s) shall provide customer service capabilities that allow customers to contact e-marketplace platform providers directly regarding purchase orders, returns, refunds, product information, and other customer issues and concerns. This includes managing the relationship from e-marketplace platforms to the various 3rd party suppliers on the platform and the buyers who purchase from them. The contractor shall provide the same customer service hours, means of access, and support as it offers on its B2B platform. Account holders and GSA program administrators shall have access to customer support to assist with issues related to platform administration (*e.g.* account management, data extracts, etc.).

**(xi) Order Management**

The contractor(s) shall provide purchasers with a detailed current status on open orders, which shall include, at minimum, order processing times, shipping and tracking information as well as relevant information if an order cannot be fulfilled or is delayed. Contractors may limit ordering locations to align with their existing commercial practice.

*Note: For certain overseas or military customers, specific marking and labeling requirements will need to be followed (see [MIL-STD-129](#) for the specific requirements). If the contractor cannot meet these marking and labeling requirements, it shall auto-decline such orders.*

**(xii) Returns, Refunds, and Exchanges**

The contractor(s) shall process the handling of returns, exchanges, and/or refunds for ordered products. Refunds shall be processed in accordance with the e-marketplace platforms' B2B commercial practices, including the option of mail and in-store returns, if applicable. The contractor is responsible for facilitating the returns process on behalf of the suppliers.

**B. Compliance and Platform Management**

The Government's implementation of a commercial e-marketplace platform shall ensure compliance with the Federal procurement rules and regulations that apply to all purchases at or below the micro-purchase threshold, while seeking many of the benefits of today's e-commerce experiences.

**(i) Documentation of Competitive Review**

The contractor shall provide the means to document a price competitiveness review, by allowing the buyer to capture documentation related to that product comparison. This may include the use of a text box, drop down menu, or other means and shall be made available for later reference by the buyer, agency account manager, and other oversight officials.

*Note: Ordering officials are required to review similar items and their prices and price related terms and conditions such as delivery and warranty terms from at least two suppliers. Through this review, the ordering official has determined the price of an item selected is reasonable and results in the best value.*

## **(ii) Supply Chain Risk Management and 3<sup>rd</sup> Party Supplier Management**

The contractor(s) shall manage all 3<sup>rd</sup> party suppliers that operate and sell products on their marketplace and is responsible for all supplier vetting, onboarding and order fulfillment.

The contractor(s) shall have processes in place to vet 3<sup>rd</sup> party suppliers prior to those suppliers joining the commercial e-marketplace platforms, taking competition and supply chain risks into account. This vetting process shall be published in a transparent manner on the e-marketplace platform provider's site and will publicly disclose all supplier fees associated with selling on the platform. This site will be used as a reference point by the Government to direct prospective suppliers seeking information about the onboarding process. E-marketplace platform providers reserve the right to manage the rules governing the on-boarding of new suppliers in accordance with their commercial practices.

Contractors shall not allow the sale of prohibited products or services on the platform. This includes any product or services prohibited by statute, regulation or other Federal policy (e.g. DHS Binding Operational Directive, the Federal Acquisition Security Council), including, but not limited to:

- Hardware, software, or services developed or provided by Kaspersky Labs or other covered entities per FAR Subpart 4.20;
- Covered telecommunications and video surveillance services or equipment per Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which include certain products provided by:
  - Dahua Technology Company
  - Hangzhou Hikvision Digital Technology Company
  - Huawei Technologies Company



- Hytera Communications Corporation
- ZTE Corporation

*Note: GSA maintains a listing of parties (individuals and companies) excluded from Federal procurement and is made publicly available on SAM.gov.*

*Contractor[s] shall employ effective supply chain risk management processes and controls to ensure the integrity, security, quality and resilience of the supply chain and its products offered on the platform. Risks may include tampering, unauthorized production, insertion of black market, gray market and counterfeit items, products that pose cyber risks, and more.*

### **(iii) Small Business Identification**

The contractor(s) shall outline their capabilities related to identifying the various socioeconomic groups, to include whether products can be filtered on certain designations. Suppliers interested in doing business with the Government are encouraged to register in SAM. This will establish the supplier's business size according to the Government's standards and will be available for display on the e-marketplace platform.

*Note: GSA's System for Award Management (SAM) manages the Federal Government's database of vendors, including the small business designation and other socioeconomic statuses. Section 846 allows for purchases made through the commercial e-commerce portals to receive credit towards agency small business goals (as required by Small Business Act (15 U.S.C 644 (g))).*

### **(iv) AbilityOne and 'Essentially the Same' Items**

The AbilityOne product list is maintained by the AbilityOne Commission and will be provided to the commercial e-marketplace platform providers on a regular basis as a data feed for inclusion on the platform. AbilityOne items shall be appropriately marked on the e-marketplace platform with processes in place to promote to GPC holders. Agencies are directed to not buy items that are essentially the same as AbilityOne products unless the products required are not available through the AbilityOne Program. Contractors shall restrict "Essentially the Same" (ETS) items on the Government agency-view within the platform and shall not display "Recommended Alternatives", except where agencies are attempting to purchase ETS, in which case, the Contractor is required to block the sale of ETS and substitute the AbilityOne product. Additionally, the contractor shall have the ability to remove listings from vendors attempting to sell AbilityOne products but who are not an authorized AbilityOne distributor.

*Note: FAR Subpart 8.7 provides implementing guidance for the Javits-Wagner-O'Day Act (41 U.S.C. 8501-8506). FAR 8.704, Purchase priorities, states that the Javits-Wagner-O'Day Act requires the Government to purchase supplies or services on the Procurement List, at prices established by the U.S. AbilityOne Commission, from AbilityOne participating nonprofit agencies if they are available within the period required. The Procurement List can be found at: [https://www.abilityone.gov/procurement\\_list/](https://www.abilityone.gov/procurement_list/) . The authorized distributor's list is available at: <https://www.abilityone.gov/distributors/independent.html>.*

**(v) Federal Prison Industries**

The contractor(s) shall clearly mark Federal Prison Industries (FPI)/UNICOR items on the platform. A list of UNICOR items can be found at <http://www.unicor.gov>.

*Note: As directed by 10 U.S.C. 2410, agency buyers must consider FPI / UNICOR products in the buying decision. Market research must first be conducted to determine whether an FPI product is comparable to products available from the private sector which best meet the agency's needs in terms of price, quality and time of delivery. Determining comparability is a unilateral decision made at the discretion of the agency's contracting official.*

**(vi) Environmentally-Friendly Products**

The contractor(s) shall clearly identify on the e-marketplace platforms any environmentally sustainable (i.e., “green”) products required for Federal purchase by law and executive order.

*Note: Federal agencies are required to purchase sustainable products and services to the maximum extent practicable in accordance with FAR Part 23. GSA seeks a solution that makes it easy for buyers to identify and purchase sustainable products required by law and executive order. Refer to the GSA Green Procurement Compilation for a comprehensive list of sustainable product requirements and sustainable products encouraged by executive order.*

**(vii) Cybersecurity Capabilities**

Commercial e-marketplace platforms contemplated under this Statement of Objectives shall be compliant with the Payment Card Industry Data Security Standard (PCI DSS) 3.2 (or latest version). Offerors are advised to be compliant with other widely accepted

control frameworks including Service Organization Control (SOC) 1, 2, and 3; and, International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) ISO/IEC 27001:2013, 27017:2015, 27018:2014, and ISO/IEC 9001:2015, as applicable.

Offeror's providing any customized value added services (e.g., applications, tools, dashboards, etc.) that are not already widely available to the public, shall first notify the GSA Contracting Officer (CO) and Contracting Officer's Representative (COR). If approved by the CO, the value added services that are developed uniquely for this contract are subject to Federal Security requirements as defined in GSA IT Security Procedural Guide, CIO-IT Security 09-48, *Security and Privacy Requirements for IT Acquisition Efforts* [Rev. 4] 01/25/2018 (and any future update of the guide), BEFORE they can be used. The specific set of information security requirements will depend on the value added services in question, the FIPS 199 impact level of the data, and the service/application delivery model (i.e., cloud or on-prem).

**(viii) Quality Assurance and Warranties**

The Government must be offered at least the same express warranty terms, including offers of extended warranties, as offered to the contractor's other business customers in customary commercial practice. Any express warranties must be clearly described as part of the product description or otherwise readily accessible to the buyer on the platform.

**(ix) Order-level Requirements**

To prevent purchasing agencies from being subject to certain standard commercial terms and conditions deemed to conflict with Federal law or Government policies or needs, the contractor will ensure that the text of Attachment 1 is included in the platform screen immediately preceding the conclusion of a purchase through a "click-accept" or "pop-up" or another appropriate mechanism, requiring an affirmative response, and that such text is included in the audit trail for each purchase.

Additionally, GSA has also determined the following clauses will apply to orders under the micro-purchase threshold placed by the Government through the platforms. In its agreements with each platform vendor, supplier, subcontractor, or any other entity conducting business associated with the platform, the contractor will obtain the platform vendor's, supplier's, subcontractor's, or other entity's agreement to abide by the clauses:

- 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment
- 52.223-14, Acquisition of EPEAT®-Registered Televisions
- 52.223-15, Energy Efficiency in Energy-Consuming Products
- 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products

### C. **Data Capabilities**

A key intended benefit of this program is to gain better insight into what is being purchased under the micro-purchase threshold. To enable this benefit, GSA seeks purchasing and spend data from the commercial e-marketplace platform providers, both at the account level (for buyer's use) as well as at the platform level (for GSA's collection and dissemination out to agencies). This data will be used to help agencies make informed buying decisions as well as to get a better understanding of what is being introduced into their supply chain. All data is owned by the Government and will be transferred at the end of the contract period.

#### (i) **Spend Data and Analytics**

The contractor(s) shall provide Government buyers on-demand access via their platform to the spend data and historic spend information, to help drive buying decisions for that user. The data shall be made available in a structured format to allow for mining and analysis. Spend data includes information for agency approvers as well as purchase and invoice history for individual buyers. This data should also be made available to agency administrators that manage multiple buyers.

#### (ii) **Data Extracts**

The contractor(s) shall ensure GSA receives the following data on a monthly basis at the onset and in whatever format GSA requires the data to be provided. As the program matures, GSA intends to make this more of a dynamic feed for real-time ingestion.

These data elements shall be remitted to GSA by the e-marketplace platforms providers:

<b><u>Data Element Type</u></b>	<b><u>Data Element</u></b>
<b>Purchase Data</b>	Order Date
	Ship Date
	Delivery Date

	Shipping costs
	Quantity of item(s) sold
	Sell Price (per unit)
	Total Price
	Department Name
	Department ID
	Agency Name
	Agency ID
	Delivery address
	Buyer ID / Buyer Account Name
<b>Product Data</b>	SKU / Manufacturer Part Number
	Description of item
	Product Unit of Measure
	Product country of origin
<b>Vendor Data</b>	OEM Name (Original Equipment Manufacturer)
	Vendor Name
	Vendor Unique Entity Identifier
	Vendor socioeconomic status
	Vendor Product Service code

While the above data elements are an initial starting point, the contractor shall also recommend other data elements that they might supply to their B2B customers.

### (iii) Data Analytics

E-marketplace platform providers shall provide data analytics and dashboard capabilities similar in nature to those offered to other B2B customers. The data and analytics shall be formatted in such a way that allows for it to be broken out by agency, as well as, agency bureau and business unit within an agency. Dashboards will be used as an information management tool to visually track and analyze performance and should include the following information at a minimum:

Agency Level Reports:

- (1) Spend Data - How much is an agency spending across their various bureaus and organizations?
- (2) Types of items purchased - What categories of items are purchased by agency?
- (3) Frequency of purchases - How often were the same items purchased by an agency?
- (4) Cost Savings - What savings were achieved versus commercial prices? Versus Multiple Award Schedule Prices?
- (5) Orders placed - How many orders placed as well as the average order sizes?
- (6) Shipping and Delivery data - How long are orders taking to ship? What are the delivery timeframes and related shipping costs?

GSA Commercial Platforms Program reports:

- (1) [All Agency Level Reports]
- (2) Number of buyers, by agency
- (3) Use of Mandatory Sources
- (4) Customer satisfaction metrics
- (5) Helpdesk metrics
- (6) Customer / Supplier effort scores and task completion reports

**(iv) Catalog Data Access and Analytics**

The contractor(s) shall provide real-time product catalog information to GSA to enable surveillance of prohibited items, mitigation of supply chain risks, and price monitoring.

**(v) Data Security and Protections - Restrictions on Contractor's Use of Data**

Performance of this contract may require the Contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval by the GSA Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that was developed or obtained under this e-marketplace platform contract and/or bears a restrictive legend, other than as required in the performance of this effort.

Per Section 838 of FY19 NDAA the e-marketplace platform providers shall not use Government spend data for pricing, marketing, competitive, or other purposes, any

information, including any Government-owned data, such as purchasing trends or spending habits, related to a product from a third-party supplier featured on the platform provided through this contract or the transaction of such product, except as necessary to comply with the requirements of this contract. The contractor shall provide a plan detailing their approach to complying with this statute.

#### **D. Business-to-Business Pricing and Related Terms**

##### **(i) Business-to-Business Pricing**

E-marketplace platform product pricing shall reflect the e-marketplace platform provider's B2B pricing and any related discounts. Prices on the platform shall be updated dynamically (*e.g.* in real time); be reflective of all included items (including shipping costs), warranties or other benefits, and; shall not contain hidden costs or fees.

The contractor shall advise the e-marketplace suppliers that if they (the supplier(s)) hold a Federal Supply Schedule (FSS) contract with GSA that purchases through the platform are **not** considered FSS sales. However, commercial sales through the e-marketplace could trigger the Price Reduction Clause based upon the terms of conditions of that individual supplier's FSS contract.

##### **(ii) Tiered Pricing / Bulk Discounts**

The contractor(s) shall detail opportunities for discounts on pricing, such as tiered pricing and any applicable bulk discounts are clearly identified in the ordering process.

##### **(iii) Tax Exemption**

Federal agencies shall not be charged a sales tax for purchases on the e-marketplace platforms. E-marketplace platform providers shall recognize the GPC account's Bank Identification Numbers (BINs) and automatically apply tax exemption without any further action required by the purchaser.

##### **(iv) Fee Remittance**

The contractor(s) shall submit to GSA a remittance of no more than .75% on the value of each order placed on the e-marketplace platform. The fee shall be included in the price of the item and not listed as a separate line item. GSA reserves the right to change the percentage at any time, but not more than once per year.

GSA shall invoice the contractor once per quarter for fee owed on orders completed from the previous quarter. Fee owed is calculated based on transactional data provided by the contractor. The contractor shall remit the fee in U.S. dollars within 30 calendar days after invoicing; final payment shall be remitted within 30 days after physical completion of the last order.

**(v) Other Business-to-Business Terms**

The contractor shall provide GSA with all services associated with their B2B platform. This includes any benefits related to expedited shipping and handling or B2B pricing. GSA shall not be expected to pay any membership fees or premiums for access to these benefits.

## **5) CONTRACT ADMINISTRATION**

### **1. CONTRACT ADMINISTRATION POINTS OF CONTACT**

<b>Contracting Officer</b>	<b>Dominic Lackey</b> General Services Administration 1800 F. Street Washington, DC 20405 Email: dominic.lackey@gsa.gov Phone: 202-501-2272
<b>Contract Specialist</b>	<b>Sarah Duncan</b> General Services Administration 1800 F. Street Washington, DC 20405 Email: sarah.duncan@gsa.gov Phone: 202-501-1565
<b>Contracting Officer's Representative (COR)</b>	To Be Determined (TBD)

### **2. CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer (CO) assigned to this contract has the responsibility of ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its



contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this agreement. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this agreement, and notwithstanding any provision contained elsewhere in this agreement, the said authority remains solely with the CO.

The contractor must immediately request clarification from the CO when a question arises regarding the authority of any person to act for the CO under the agreement or when the contractor receives direction that appears outside the scope of the agreement.

### **3. AUTHORITY OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

Only those Government representatives (*e.g.* COR), as designated in writing by the CO, may provide technical or other interpretations in the performance of this contract. Technical interpretation will be provided only within the limits specified in this paragraph, as delineated in a letter of authority from the CO, or contained in Section G or elsewhere of this agreement.

As used herein, "technical interpretation" is defined as providing technical clarification, confirming the results of meetings, completing details in the form of work orders, pursuing certain lines of inquiry, or otherwise serving to accomplish the contract requirements. Technical directions may be issued either verbally or in writing. Such technical direction must include or comply with the following:

1. Be consistent with the general scope of work and terms and conditions contained in the contract.
2. Does not constitute assignment of new work or change the terms, conditions, or specifications of the contract.
3. Does not constitute a basis, either directly or indirectly, that could result in a change in the pricing, quantity, quality, or period of performance as established in this contract.

Technical direction that exceeds the authority listed above or the limits of specific letters of authority is invalid and will not be enforceable against the Government. Any costs incurred by the contractor in violation of this clause will be considered unallowable costs and will not be reimbursed by the Government.